United States Court of Appeals for the Second Circuit

EXHIBITS

ORIGINAL

74-1498

United States Court of Appeals

For the Second Circuit.

JAMES V. McLEAN, ETHEL McLEAN, JOSEPH LINFANTE and SUSAN LINFANTE,
Plaintiffs-Appellees,

against

L. P. W. REALTY COMPANY, LAWRENCE PAUL WOLF,
Defendants,

GULF OIL CORPORATION,
Defendant-Appellant,

JOSEPH JAMES, INC., and JOSEPH JAMES,
Defendants-Appellees-Appellants.

GULF OIL CORPORATION,
Third Party Plaintiff-Appellant-Appellee,

against

BEAMAN CORPORATION,
Third Party Defendant-Appellant,

and

UNITED PORCELAIN CO., INC.,
Third Party Defendant-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

EXHIBIT VOLUME.

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New York, N. Y.

THE REPORTER COMPANY, INC., New York, N. Y. 10007—212 732-6978—1974

(4090)

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Gulf Oil Corporation

SERVICE STATION LEASE

This Lease, made this 1st day of July, 1965, between Gulf Oil Corporation, a corporation, having a place of business at 17 Battery Place, New York, N. Y., hereinafter called "Lessor", and Joseph James, Inc. W. Wolf, whose address is 1720 Rensselaer Road, Teaneck, N. J., hereinafter called "Lessee".

WITNESSETH:

1. Lessor does hereby demise and lease to Lessee the premises located in the city of New York, county of New York, and State of New York, more particularly described as follows:

All those premises located at the northwest corner of Eighth Avenue and West 116 Street, New York, N. Y., used and occupied as an automobile service station.

together with all improvements and fixtures erected or installed thereon and equipment as itemized in the Equipment Schedule appearing on the reverse side hereof.

2. To have and to hold the said property for the term beginning on the 1st day of July, 1965, and terminating on the 30th day of June, 1966. It is understood and agreed that any holding over by Lessee at the end of this lease or at the end of any renewal or extension period without having first renewed or extended this lease in writing, shall not be considered as a renewal or extension of this lease for any period longer than one month. Lessee may terminate this lease at any time during the term hereof by giving Lessor ninety (90) days' prior written notice of such termination. Lessor may terminate this lease at any time during the first twelve (12) months of the term hereof by giving Lessee at least thirty (30) days' prior written notice of such termination, provided, however, that said twelve (12) month period during which Lessor may exercise such right to terminate shall be reduced by the length of time that Lessee has operated as a dealer in the branded gasoline of Lessor during the one-year period preceding commencement date of this lease. Concurrently herewith Lessor and Lessee have entered into a Contract of Sale covering petroleum products. Lessee agrees, as a covenant of this lease, that the breach of any of the terms or conditions of said Contract of Sale shall constitute a breach of this lease, and that termination of said Contract of Sale shall, at the option of Lessor, terminate this lease.

3. Lessee covenants and agrees to pay to Lessor for the above premises during the term of this lease a rental as provided in the "Rental Schedule" attached hereto.

4. Lessee covenants and agrees as follows:

(a) Lessee has examined and is familiar with the condition of the premises, buildings, equipment and fixtures located thereon, and that same are received by Lessee in good order and condition (except as otherwise specified), without warranty by Lessor as to the condition or repair thereof.

(b) Lessee will not permit said premises to be used for any illegal or immoral purpose, or permit waste or nuisance thereon.

(c) The leased premises shall be used for the storage and sale of petroleum products and such other articles as are customarily sold at automotive service stations, and Lessee agrees to maintain adequate supplies of petroleum products, tires, batteries, accessories, and specialties for sale to the motoring public.

(d) Lessee will not, except on prior written consent of Lessor, (1) paint or repaint the buildings or any of the structures or fixtures located thereon, (2) make any alterations, additions, or changes to the buildings, structures, or fixtures, both interior and exterior, (3) install or affix to the buildings, structures, or fixtures or to the walls, doors, or partitions thereof, including the rest rooms, any vending or merchandising device, (4) affix any type of coin-operated lock or device to the doors of the rest rooms.

(e) Lessee shall pay all gas, electric and other fuel charges, water, rents, all license fees, taxes and other charges accruing in connection with the use of said premises.

(f) Lessee recognizes that the premises have an intrinsic value as a gasoline service station location and agrees to conduct his business thereon in such manner that its value as such will not depreciate, and in order to accomplish this purpose he will furnish such services and accommodations to retail gasoline customers as are customarily provided by gasoline service stations, including, but not limited to (1) keeping the premises open for operation for such hours and days as are necessary fully to serve and develop the business available; but in no event less than those business hours and days generally observed by competitive service stations in his area, (2) keeping said premises, buildings, equipment, fixtures, sidewalks, approaches, and driveways in good condition, (3) keeping said premises, buildings, rest rooms, sidewalks, approaches, and driveways properly lighted, clean, safe, properly equipped, and in a sanitary condition, (4) providing sufficient qualified and neatly dressed attendants to render first class service to customers, and (5) complying with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the demised premises and the business there conducted.

(g) Except for ordinary wear and tear and unavoidable damage by fire or elements, Lessee agrees (1) to cause or permit no damage, loss, or injury to any of the properties and equipment leased herein, being solely liable therefor and responsible to Lessor for the extent and amount thereof, and (2) upon termination or expiration of this lease, to deliver immediate possession of said premises, equipment, and fixtures in the same good condition as when received.

PLAINTIFFS' EXHIBIT 4

5. The obligations and covenants of Lessee set forth in this lease shall be deemed conditions. Upon any default thereunder, and if such default is not cured within ten (10) days after written notice from Lessor to Lessee specifying such default, or if after notice of any default and cure thereof, Lessee again defaults in the same or similar particulars, or should Lessee become bankrupt or insolvent or make an assignment for benefit of creditors, or should any attachment or other legal proceedings be levied or instituted by anyone other than Lessor against said premises, or should Lessee sell, assign, pledge, sublet, or mortgage this lease or sublease in whole or in part, or attempt to do so, or allow any lien to attach thereto, or in the event of the death or mental or physical disability of Lessee, or should Lessee cease to operate said premises as an automotive service station, or abandon said premises (abandonment shall be conclusively presumed in any event if the premises are not open and used for the normal conduct of business during any period of sixty (60) consecutive hours), Lessor may without notice immediately terminate this lease and all Lessee's rights hereunder, and re-enter and, in any lawful manner, resume possession of said premises, Lessee hereby waiving any claim against Lessor and the benefit of all statutory rights inconsistent herewith. In the event of such re-entry, Lessor may buy for its own account, or sell or store for the account of Lessee, any personal property and stock of Lessee then on said premises and Lessee hereby appoints Lessor his agent for such purpose, and Lessor shall not be liable to Lessee in damages or otherwise for any act or omission of Lessor in regard thereto. Lessor may retain out of the proceeds of any such sale any sums owing Lessor by Lessee, whether under this lease or otherwise, (without releasing Lessee from said indebtedness except as to the amount so retained) and may at its discretion pay out of said proceeds or otherwise any taxes or contributions owed by Lessee which in the absence of payment would or might reasonably under applicable laws or regulations be an obligation of Lessee's successors, and may discharge any liens upon said goods, and Lessee shall reimburse Lessor for any such payments in excess of such proceeds.

6. In addition to the right to immediately re-enter and repossess the said premises, Lessor shall be entitled to all the remedies incident to the relation of landlord and tenant and, to the extent permitted by law, Lessee hereby empowers any attorney of any court of record to appear for him and confess judgment in ejectment, unlawful detainer, or other applicable form of legal action, with right of immediate writ of possession.

7. Lessee agrees to exonerate, save harmless, protect and indemnify Lessor from any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of any person or persons or damage to any property caused by or in any manner connected with the use, possession, repair or condition of said premises or any equipment or fixtures thereon.

8. None of the provisions of this lease shall be construed as reserving to Lessor any right to exercise control over the service station business and operations of the Lessee conducted upon the leased premises, or to direct in any manner how Lessee shall conduct his business. It is understood and agreed that the entire control and direction of said activities shall be and remain in Lessee, and neither Lessee nor any other persons employed by him shall be deemed or considered employees or agents of Lessor.

9. If Lessor is not the owner of the premises herein demised, then the within lease and the estate created hereby are subject to all the terms, provisions and conditions of the lease or other arrangement under which Lessor occupies said premises, and if for any reason whatever, either with or without its consent, Lessor's tenancy is terminated, then the within lease shall be terminated as of such date, without any liability on the part of the Lessor to Lessee. If the leased premises or any part thereof shall be condemned or taken for any public purpose or if Lessor agrees to execute a voluntary conveyance in lieu of condemnation, Lessor may forthwith terminate this lease by written notice to Lessee, and Lessee shall not by virtue of this lease be entitled to any damage, award or purchase price, or any part of either, which may be paid on account of such condemnation or sale.

10. All notices under this lease must be in writing and sent by registered or certified mail and shall be deemed duly given if and when deposited in the United States mail, properly stamped and addressed to the Lessor or Lessee, as the case may be, at his or its address shown in the caption hereof or to such other address as either party may hereafter designate in writing to the other party.

11. This lease contains the entire agreement between the parties relating to the subject matter hereof; and the right of Lessor to insist upon strict performance of the terms of this contract shall not be affected by any waiver, forbearance, or previous course of dealing.

12. It is agreed that this lease shall not become binding upon Gulf Oil Corporation until signed by an authorized manager thereof.

Gulf Oil Corporation

WITNESS:

Janice Johnson

By W. P. Hasselbi
Lessor Sales Manager

Joseph James, Inc. 4/30/99

Joseph James Pres.
Lessor

PLAINTIFFS' EXHIBIT 4

This rider attached to and forming part of L-3 Lease by and between Gulf Oil Corporation as Lessor and Joseph James, Inc. as Lessee, dated July 1, 1965, covering service station premises 301 West 116th Street, New York, N.Y.:

Unless this lease is terminated at the end of the original term herein provided for by either party giving not less than 30 days prior written notice to the other, this lease shall automatically be extended after the expiration of the original term from month to month upon the same terms and conditions including rental until terminated by either party giving written notice to the other at least 30 days prior to the end of any monthly term.

GULF OIL CORPORATION

J. F. Chalbourne
District Manager

Joseph James
Lessee

Date 7/1/66

PLAINTIFFS' EXHIBIT 5.

LESSEE-DEALER RESPONSIBILITY FOR SERVICE STATION MAINTENANCE

(Eastern Marketing Region 5/5/62)

For the purpose of clarification and avoiding misunderstanding, the undersigned Dealer (Lessee) and Gulf (Lessor) have set out in detail the following maintenance responsibilities applicable under their Service Station Lease.

DRIVEWAYS, STRUCTURAL DEFECTS

Until further notice to the contrary and in order to assist the Dealer in the upkeep of his Station Leased from Gulf, Gulf will repair the surface of the driveways and structural defects in the building (not including glass).

Dealer will keep Gulf's buildings free of unauthorized sign attachments and will not drill holes in the porcelain enamel.

LUBRICATION EQUIPMENT

Dealer will supply, maintain, and repair at his own expense all lubrication equipment in use in his Station, including either air or grease hoses, control handles and all necessary parts.

LIGHTING

Dealer will keep all indoor and outdoor lights and fixtures clean, replacing all burned out lamps in these fixtures at his own expense, except "Y" type island lights and floodlights set on poles over 12 ft. in height in which case Gulf agrees to furnish labor only, the Dealer to furnish all lamps needed for replacement.

SIGNS

Gulf will service and maintain all Gulf poles and pole signs, both plastic and porcelain, upon receiving written notice from the Dealer that any of these repairs are needed. It is the Dealer's responsibility to properly notify Gulf when Plastic Disc signs require replacement of tubes and to furnish bulbs for porcelain signs.

AIR COMPRESSORS

Dealer is responsible for maintaining air compressors and component parts in good operating condition by generally accepted methods of inspection and maintenance, including a check of the oil level of compressor crankcase and draining water from the air tank on a weekly basis; and changing lubricating oil at least every three months. Replacement of belts, air hoses and gauges shall be Dealer's responsibility at his own expense. The compressor area should be kept clean and free for reasonable access by government inspectors.

ER #592-1
Divn. 5/62

PLAINTIFFS' EXHIBIT 5

LIFTS

Dealer is responsible for keeping his lift clean and lubricated. Adaptors, safety stop ramps, safety legs and piston walls must be kept clean, oiled and in good condition. Lift packing glands must be lubricated monthly.

FILL PIPES AND TANKS

Dealer will be responsible for seeing that no damage occurs to fill pipes due to snow removal operations and that fill pipe areas are kept free of snow and ice at all times, so as to facilitate delivery of products and to avoid water entering underground tanks.

WINDOWS

Dealer is responsible for prompt replacement of all cracked or broken windows at his own expense.

PAINT

On request of its Sales Representative, Gulf may supply paint in modest quantities for the Dealer to apply on the building or requipment. Dealer will supply his own paint for curbing, driveway markings and touch-up.

OIL BURNER AND HEATING SYSTEM

Dealer is responsible for the servicing and annual cleaning of the oil burner and heating system. If freeze-up damage is caused by failure to provide proper burner maintenance or by running out of oil, the repair costs will be billed to the Dealer.

HOUSEKEEPING

Dealer is responsible for prompt replacement of breakage by either employee or customer; will safeguard Gulf's property against damage by vehicles or other means and secure all pertinent information sufficient to enable proper identification for damage collection by Gulf; agrees to exercise proper care to avoid freeze-ups which could damage piping or plumbing fixtures; will maintain traps and drains in a clean condition, and replace Rest Room materials and fixtures as needed.

None of the above is intended to limit the generality or reduce the extent of Dealer's responsibility as Lessee for maintenance and repair under the Service Station Lease.

Executed this 1st day of July, 1965

GULF OIL CORPORATION (LESSOR)

BY [illegible]

Sales Manager.

DEALER (LESSEE) Joseph Jameo, Inc.

By [illegible]

ER#592-2
Dim. 5/62

PLAINTIFFS' EXHIBIT 6.

GULF LESSEE DEALER CHECKLIST

✓ CREDIT CARD POLICY -
Credit Card rider and Imprinter Lease Agreement; explain Credit Card Guide and charge-back rights' discuss value of Gulf's credit privilege and the great expense Gulf absorbs in extending and administering the credit program, without charge to the Dealer.

✓ ADVERTISING -
Describe our National and Local advertising media

✓ DEALER DEVELOPMENT PROGRAM -
Explain the nature and business advantages of this program.

✓ LONG TERM DEALER LEASE POLICY -
Discuss Gulf's policy of encouraging and rewarding superior Dealer performance with Long Term Dealer Leases.

✓ FINANCIAL REQUIREMENTS -
Full discussion of the financial requirements of this Station. Dealer must have sufficient operating (working) capital to cover purchasing of equipment, maintaining full working inventories and payroll for a sufficient number of attendants to give completely competitive service during all hours of operation.

✓ STATION OPENING PROGRAM -
Discuss cooperative station opening program to get the Dealer's business off to a good start.

WE ACKNOWLEDGE THAT ALL OF THE ABOVE POINTS HAVE BEEN DISCUSSED.

Joseph James

SALES REPRESENTATIVE

PROSPECTIVE NEW (or renewing) DEALER

REVIEWED:

Sales MANAGER

DATE 7-1-65

ER #591-3
Divn. 6/64

PLAINTIFFS' EXHIBIT 6

✓ STOCK -
Full working inventories - Motor Fuels, Motor Oil, Grease, TBA, specialties.

✓ TBA -
The advantage of carrying an adequate, representative inventory of Gulf recommended TBA.

✓ CLEAN, SANITARY REST ROOMS -
Very important-Customer demands nothing less - Brings in Business.

✓ REALISTIC COMPETITIVE PRICES -
Explain the vital necessity of pricing all products and services on a realistically competitive basis (see Marketing Ground Rules on Competitive Prices).

✓ DRIVEWAYS AND SALESROOM DISPLAYS -
The importance of attractive, clean displays of representative Gulf products.

✓ PROPER RECORDS -
Dealer Management and Record System, Gulflex File, business-like record keeping.

✓ DELIVERY POLICY
Covering all products

✓ LUBRICATION AND SALESROOM EQUIPMENT POLICY

✓ PERMITS -

✓ MAINTENANCE RESPONSIBILITY -
Discuss the obligations of both parties in this respect. (See statement entitled "Lessee - Dealer Responsibility for Service Station Maintenance" that can be read, discussed, and initialed by both parties, if desirable).

✓ RENTALS -
Be sure there is a clear understanding of all rental obligations, including Gulf Dealer Sign Rental Policy.

✓ INSURANCE
Explain Dealer's obligations under Article 5 of the Lease concerning liability for damage, loss and injury; the coverage carried by different dealers' emphasize that Dealer must make his own decision as to what coverage he wishes to carry.

✓ UTILITIES -

ER #591-2
Divn. 6/64

PLAINTIFFS' EXHIBIT C

GULF LESSEE DEALER CHECKLIST

(Eastern Marketing Region 4/5/62)

Station Location 301 West 116 Street New York, N. Y.

Sales Area Bronx-Manhattan

✓ SALES POTENTIAL - Gasoline 3000 g/p/m; Motor Oil Ration 140;

TBA per 1000 gallons 10.00; Other _____.

✓ DEALER PROFITS -
The Dealer profits when this realistic SALES POTENTIAL is achieved or exceeded; and this depends on the Dealer honoring his contract commitments under the Service Station Lease (Gulf 4451-M). Generally speaking, this simply means at least business performance established by competition in his competitive trade area. Although there can be no substitute for good judgment and initiative on the Dealer's part in determing how he will comply with his lease obligations, there are recognized broad-gauge standards of service station operation, set forth below, which are based on actual experience.

✓ SERVICE STATION LEASE -
Review Gulf 4451-M and the obligations of the parties under each provision.

✓ HOURS OF OPERATION -
Sales Potential is based on competitive days and hours of operation. Minimum hours recommended for station under consideration, in order to meet competition in local competitive trade area, are _____ to 24 hrs.

✓ STATION APPEARANCE -
Clean, attractive Stations invite Customers; Dirty Stations drive them away.

✓ EFFECTIVE LIGHTING -
Well lighted Stations attract Customers. All lights should be used during darkness operating hours.

✓ ADEQUATE SERVICE -
Including a full staff of courteous, competent attendants.

✓ GULF UNIFORMS, AND PERSONAL APPEARANCE -
Importance - What they mean in terms of sales.

✓ ALERT SALESMANSHIP -
Find the Customer's needs and ask him to buy.

ER #591-1
Divn.6/64

Plaintiffs' Exhibit 7

INSTRUCTIONS AND CONDITIONS

1—F.O.B. point and cash discount terms must be shown on all invoices. Purchaser reserves a minimum period of ten days from the date the specified number of copies of seller's invoice in proper form and with necessary supporting documents are received at purchaser's office for processing and payment, unless otherwise agreed.

2—Transportation must be prepaid on all shipments to which a delivered or installed price applies.

3—Charges for prepaid transportation must be substantiated by attaching to the invoice original transportation bills receipted by the carrier.

4—This order may not be filled at prices higher than those last charged or quoted for the same material, work performed or services rendered, without notification and acceptance of the advance prices.

5—No charges for packing, package or drayage will be accepted, except on express agreement to such charges.

6—Failure to comply with specifications, terms and conditions of this order, or to deliver material, perform work or render service in accordance with the seller's promise shall be grounds for cancellation by the purchaser without penalty.

7—Drafts against the purchaser will not be honored, nor C.O.D. shipments accepted, except by express agreement to that effect.

8—Shipments by parcel post or commercial steamship lines should be insured at full value and express shipments should be made on the basis of declaration of full value, except when otherwise agreed.

9—Strikes, fires, accidents or other causes beyond the control of the purchaser, which shall affect the purchaser's ability to receive and use the material, work or service ordered, shall constitute valid ground for suspension of shipment or work or service pursuant to this order, upon notification to the seller by telegram or letter, and without penalty to the purchaser, except that cancellation for such causes may not be made without reimbursement to the seller for expenditures actually made for labor and materials upon the authority of this order.

10—The seller agrees to defend at its expense any and all suits founded on a claim that the goods sold or services rendered under this order infringe any patent, and the seller agrees to indemnify the purchaser, under this order against any judgments and costs, resulting from any such suit.

11—The seller warrants that no law, regulation or ordinance of the United States, or any state, or any governmental authority or agency has been violated in the manufacture, procurement or sale of any goods furnished, work performed or service rendered pursuant to this order.

12—The seller agrees that the relationship established by this order constitutes him an independent contractor, and that no tax, assessment or legal liability of the seller, or of his agents or employees becomes, by reason of this order, an obligation of the purchaser.

13—In case of entry by the seller, or of any of seller's agents or employees, upon the property or premises of the purchaser, for the purpose of construction, erection, inspection or delivery under this order, the seller agrees to provide all necessary and sufficient safeguards and to take all proper precautions, against

the occurrence of accidents, injuries or damages to any persons or property, and to be responsible for and to indemnify and save harmless the purchaser from all loss or damage and any or all claims by reason of accidents, injuries, including death, or damage to any persons or property in connection with such work, and from all fines, penalties or loss incurred by reason of the violation of any law, regulation or ordinance; and further agrees to defend at the seller's expense, any and all suits or actions, civil or criminal, arising out of such claims or matters, and further agrees to procure and carry public liability and property damage insurance with contractual liability endorsement and such insurance of employees as may be required by any workmen's compensation act or other law, regulation or ordinance, which may apply in the premises.

14—It is agreed by the seller that any right, cause of action, or remedy under the warranties or undertakings assumed or imposed upon the seller under this order shall extend without exception to any company affiliated with the purchaser or upon whose behalf this order is issued by the purchaser, as the interest of such company shall appear.

15—It is agreed that the word, "Seller" shall be construed to include the furnishing of services or performance of work as and when required pursuant to this order.

PLAINTIFFS' EXHIBIT 7

Pg. 12

REQUISITION FOR MATERIAL, EQUIPMENT, REPAIRS, PAINT, ETC.

GULF 3350-F

SHIP TO: Beaman Corporation

ADDRESS: P. O. Box 6263 Summit Station

Greensboro, N. C.

REQ. NO.: ME PO-499-334

DATE: 12/6/65

ORIGIN OF REQ.: E & C

MARKED FOR: 301 W. 116th St & 5th Ave, New York, N.Y. (Reference Ts)

DISTRIBUTION PLANT, DEALER, ETC. (DEALER SHOW NAME AND ADDRESS)

ITEM	ON HAND	SYM.	QUANTITY	DESCRIPTION (SPECIFY MAKE, MODEL AND SERIAL NO. OF EQUIPMENT, SHOW PARTS NUMBERS)	UNIT PRICE	AMOUNT	ACCOUNT
1				and install curtain on front & two sides			
				~~[illegible]~~ issue release purchase order against Blanket			
2				P. O. No. ER-49951-8 for converting the B-50 type	3	by truck	
3				building to an R-60 type on the front and install			72
4				~~[illegible]~~ canopy overhang on two sides			270
5				Also indicate your standard canopy design for			
6				building over the [illegible]			
7				on attached prints of our Dwg. No. [illegible]			
8				Each of the above will include your furnishing and			
9				installing our standard Westinghouse perimeter lighting			
10				similar to that shown on our Dwg. No. ER-121, Rev. 1			
11				and attaching 2 sets of Gulf Building Letters and Dealer			
12				Name Bar furnished by Gulf. Cost of the above will be			
13				based on the standard prices and conditions covered by			
14				our Blanket Purchase Order.			
15							
16							

SYM.	ORDER NO.	F.O.B.	VIA	TERMS	PURCHASED FROM
A					Beaman
B					
C					
D					
E					
F					

APPROVED BY _____ SALES OR SERVICE AREA

APPROVED BY _____ DIVISION

APPROVED BY _____ GENERAL OFFICE

APPROVED BY _____ DIVISION

PURCHASE ORDER

PLAINTIFFS' EXHIBIT 7

Gulf Oil Corporation
PURCHASING DEPARTMENT
DOMESTIC MARKETING-EASTERN REGION
GULF BUILDING
CITY AVENUE AT SCHUYLKILL EXPRESSWAY
PHILADELPHIA, PENNSYLVANIA 19101

SHOW OUR ORDER NO. ER 65064 T1R
65064

REQ. NO. EMB

DATE 12/9/65
ON CORRESPONDENCE, INVOICES, BILLS OF LADING AND SHIPMENTS

AFE 429-884-1502
PLEASE ACKNOWLEDGE PROMPTLY, INDICATING EARLIEST SHIPPING DATE

BEAMAN CORPORATION
P. O. BOX 6285 SUMMIT STATION
GREENSBORO, N. C.

SHIP TO: GULF OIL CORPORATION
301 W. 116th ST. & 8th AVE.
NEW YORK, NEW YORK (PREFERENCE #5)

PRICE

For converting the B-50 type, 3-bay brick bldg. to an R-60 type on the front and install economy overhang on two sides and install porcelain on the walls of front and two sides.

Each of the above will include your furnishing and installing our std. Westinghouse perimeter lighting similar to that shown on our Dwg. ER-121, Rev. 1, and attaching 2 sets of Gulf Bldg. Letters and Dealer Name Bar furnished by Gulf. Cost of the above will be based on the std. prices and conditions covered by our Blanket Purchase Order ER-49951-R.

7216
2700

F.O.B.
Net at once
Deld. IJA

IMPORTANT

INVOICE— Charge GULF OIL CORPORATION, sending original and (4) copies of itemized invoice with original Bills of Lading (or Express Receipts) on day of shipment, to PURCHASING DEPARTMENT, P.O. BOX 8056, PHILADELPHIA, PENNSYLVANIA 19101. Invoice must list each shipping destination, along with address of station(s) for which material is tagged. SEPARATE INVOICE MUST BE RENDERED FOR EACH PURCHASE ORDER.

OUR ORDER AND REQUISITION NUMBERS AND NAME OF CONSIGNEE —Must be plainly marked on all invoices, Bills of Lading, boxes, crates or packages.

THIS ORDER IS SUBJECT TO THE "INSTRUCTIONS AND CONDITIONS" PRINTED ON THE REVERSE SIDE.

PURCHASING SUPERVISOR

DATE OF RECEIPT OF ORDER _____ VENDOR REFERENCE NO _____ No. ER 65064

WILL SHIP ON OR ABOUT _____

REMARKS _____

IMPORTANT FILL OUT THIS STUB AND FORWARD BY RETURN MAIL TO GULF OIL CORPORATION PURCHASING DEPARTMENT, P. O. BOX 8056, PHILADELPHIA, PENNSYLVANIA 19101.

NAME OF SHIPPER

PLAINTIFFS' EXHIBIT 7

REQUISITION FOR MATERIAL, EQUIPMENT, REPAIRS, PAINT, ETC.
GULF 3350-P

SHIP TO Beaman Corporation
ADDRESS P.O. Box 6285, Summit Sta.
Greensboro, N.C.

REQ. NO. NFE 429-884-1502
DATE 3/23/66
ORIGIN OF REQ. E.C.

MARKED FOR 301 W. 116th St. & 8th Ave. New York N.Y.
DISTRIBUTION PLANT DEALER, ETC., IF DEALER, SHOW NAME AND ADDRESS

M	ON HAND	SYM.	QUANTITY	DESCRIPTION (SPECIFY MAKE, MODEL AND SERIAL NO. OF EQUIPMENT, SHOW PARTS NUMBERS)	UNIT PRICE	AMOUNT	ACCOUNT
				Please issue Change Order			
				against PO #65064 to cover			
				the following - per attached			
				Proposal HO-238R dated			
				1/6/66 and 3/22/66 —			
				Porcelain enamel on front & one			
				side, with			
				Overlang conversion on front only and			
				to one side, building letter			
				letters, etc.			
				Less adjustment in overlay			
				price due to no existing			
				porcelain.	$5712.20		2702

ORDER NO.	F.O.B.	VIA	TERMS	PURCHASED FROM

PLAINTIFFS' EXHIBIT 7

REQUISITION FOR MATERIAL, EQUIPMENT, REPAIRS, PAINT, ETC.
GULF 3360-F

SHIP TO Beaman Corp.

ADDRESS P.O. Box 6285, Summit Sta. C/N
Greensboro, N.C.

REQ. NO. ATE 429-551-15

DATE 3/30/66

ORIGIN OF REQ. OIC

MARKED FOR 301 W. 116th St. & 8th Ave. New York N.Y.
DISTRIBUTION PLANT DEALER, ETC. (DEALER SHOW NAME AND ADDRESS)

ITEM	ON HAND	SYM.	QUANTITY	DESCRIPTION (SPECIFY MAKE, MODEL AND SERIAL NO. OF EQUIPMENT, SHOW PARTS NUMBERS)	UNIT PRICE	AMOUNT	ACCOUNT
1				Please issue Change Order			
2				against P.O. # ER-65064 TIR			
3				adding thereto -			
4				[illegible] now			
5				Sa. Ex to fabricate [illegible]			
6				Shipment [illegible]			
7				Please [illegible]			2700
8							
9							
10							

SYM.	ORDER NO.	F.O.B.	VIA	TERMS	PURCHASED FROM
A					
B					
C					
D					
E					
F					

APPROVED BY _____ SALES OR SERVICE AREA

APPROVED BY _____ DIVISION OFFICE

APPROVED BY _____ GENERAL OFFICE

APPROVED BY _____ REGION OFFICE

PLAINTIFFS' EXHIBIT 7

Gulf Oil Corporation

PURCHASING DEPARTMENT
DOMESTIC MARKETING-EASTERN REGION
GULF BUILDING—CITY AVENUE AT SCHUYLKILL EXPRESSWAY
PHILADELPHIA, PENNSYLVANIA 19101

DATE 3-28-66

NOTICE OF CHANGE REQUIRED ON OUR ORIGINAL PURCHASE ORDER

NO. ER-65064-T1R

DATED 12-9-65

CHANGE NOTICE NO. 1

Beaman Corp.
P.O. Box 6285 Summit Sta.
Greensboro, N.C.

[redacted]

PURCHASE ORDER CHANGE NOTICE

Re: Gulf Oil Corp.
301 W. 116th St. & 8th Ave.
New York, New York (Preference #5)

To cover the following per Proposal HO-238 dated 1-6-66 and 3-22-66

Porcelain enamel on front and one side with overhang conversion on front only and economy orange band on one side, building letters, etc.

Less adjustment in overhang price due to no existing porcelain. 5,719.20

Do not fabricate or ship until advised we have permit.

EMB H WJ

IMPORTANT

ACCEPTANCE PLEASE FILL OUT ATTACHED SHEET AND RETURN

URGENT NOTIFY US IMMEDIATELY OF ANY DIFFERENCE IN PRICE, DELIVERY, OR GROSS AND NET WEIGHTS BY REASON OF THIS INSTRUCTION

THIS PURCHASE ORDER CHANGE NOTICE IS SUBJECT TO ALL OF THE TERMS STATED ON OUR ORIGINAL PURCHASE ORDER AND TO THE INSTRUCTIONS AND CONDITIONS PRINTED ON THE REVERSE SIDE THEREOF, EXCEPT AS MODIFIED HEREIN.

D. Adams,

PLAINTIFFS' EXHIBIT 7

Gulf Oil Corporation

PURCHASING DEPARTMENT
DOMESTIC MARKETING-EASTERN REGION
GULF BUILDING—CITY AVENUE AT SCHUYLKILL EXPRESSWAY
PHILADELPHIA, PENNSYLVANIA 19101

DATE 3-28-66

NOTICE OF CHANGE REQUIRED
ON OUR ORIGINAL PURCHASE ORDER

NO. ER-65064-2ER

DATED 12-9-65

CHANGE NOTICE NO. 1

Beaman Corp.
P.O. Box 6285 Summit Sta.
Greensboro, N.C.

AFE #429-885-1502

PURCHASE ORDER CHANGE NOTICE

Re: Gulf Oil Corp.
301 W. 116th St. & 8th Ave.
New York, New York (Preference #5)

To cover the following per Proposal HO-238 dated 1-6-66 and 3-22-66

Porcelain enamel on front and one side with overhang conversion on front only and economy orange band on one side, building letters, etc.

Less adjustment in overhang price due to no existing porcelain. 5,719.20

Do not fabricate or ship until advised we have permit.

EMB H WJ

REGION WORKING COPY

PLAINTIFFS' EXHIBIT 7

INVOICE

BEAMAN CORPORATION

P. O. BOX 3205 • SUMMIT STA. • PHONE BR 5-2821

1046 WESTSIDE DRIVE
GREENSBORO, N. C. 27405

TO

Gulf Oil Corporation
Purchasing Dept.
P.O. Box 6056
Philadelphia, Pa. 19101

SHIPPED TO

Gulf Service Station
391 W. 113th Street & 8th
New York, New York
Order No. NR 65931 TIR

ORDER NO.	SALESMAN	TERMS	INVOICE	DATE
10001 1010		NET CASH..	NY 825	6-17-66

Furnish and erect metal/fab overhang on front and 3 bay building:

Overhang: 83 ft. @26.25/ft.	2,2[illegible] 55
Lights: 23 ft. @7.50/ft.	667 40
Letters & box	68 40
2 old canopies @50.00 each	100 00
Masonry conversion (43'@9.40)	406 35
Cutout for vents	34 00
Adjustment in o/h price 120'@2.60	- 327 60
Demolish P.Z.	2,[illegible] 40
	5,[illegible] 20
Sales & use tax on material (3% of 1,[illegible])	[illegible]
	5,[illegible] 55

ORIGINAL APPROVED
APR 27 1966
DAVID BARRETT
FOR

Charge UTC 424-384-1[illegible]
4c 2702 $5724.20
" 8715 90.34
$5814.54

APPROVED FOR PAYMENT
Date Signed by
L. E. M. [illegible]
[illegible] 27 [illegible]

PLAINTIFFS' EXHIBIT 7

BEAMAN CORPORATION

1046 Westside Dr.
P. O. Box 6285 Summit Sta. Phone BR 5-2521
GREENSBORO, N. C.

To Gulf Oil Corporation
P. O. Box 8056
Philadelphia, Pennsylvania

Date: January 6, 1966

In Reply Refer To Bid No. HO-238-R

Re: 3-Bay Gulf Service Station
301 W. 116th St. & 8th Ave.
New York, New York

Attention: E. M. Beschwitz

5

We propose to furnish labor and materials for work as indicated below on subject job for the sum of FIVE THOUSAND NINE HUNDRED THIRTEEN AND 20/100 DOLLARS ($5,913.20), excluding Sales or Use Tax. (Will be added to quoted price).

Bid Includes:

(1) Architectural porcelain enamel on front and one side *
(1,296 square feet @ ~~$2.15~~ 2.00/sq. ft.)----------~~$2,706.00~~ 2592.00

Field Measuring
Wolmanized Wood Furring
Engineering & Freight
Erection, Thiokol Caulking & Cleaning

(2) Overhang conversion on front and one side
✓ 83' @ $26.55----------$2,203.65
Lights - 83' @ $7.80----------$ 647.40
Letters & Bar----------$ 63.40
Two odd angle corners @ $50.00/each----------$ 100.00
Economy band on one side only (*)
✓ (43' @ $9.45)----------$ 406.35
Cut-outs for vents----------$ 34.00
$3,454.80

Less: Adjustment in overhang price due to no existing porcelain (126' @ $2.60) ✓ $ 327.60

$3,127.20

$3,127.20
~~$5,913.20~~
$ 5,719.20

* Porcelain enamel and economy and economy cannot be applied to lube side of building because of adjacent four-story building. ✓

Bid Does Not Include:

Permits
Any necessary relocation or extension of vent lines, electrical outlets, air lines or other obstructions to clear porcelain enamel.

Your acceptance of this contract after 30 days from this date shall not be binding upon us except at our elections.

TERMS: NET As per blanket order - 1965

Respectfully submitted,

BEAMAN CORPORATION (Supplier)

By Lloyd A. Bell Jr.
Lloyd A. Bell, Marketing Co-Ordinator

Accepting party will sign below (Purchaser)

FIRM NAME _____
PARTY TO BE BILLED

ACCEPTED BY _____ _____
SIGNATURE DATE

Yours _____

Accepting party will supply the information below

BUILDING OWNER'S NAME _____

OWNER'S ADDRESS _____

[illegible] sign and return one copy. When approved and accepted at the home office this contract shall be binding either upon [illegible] approval hereon or upon commencement of the work by the contractor. This contract constitutes the entire agreement between [illegible] Corporation and the owner. No oral terms or representations [illegible] shall be considered a part of this agreement. Conditions on [illegible] attached hereto and made a part [illegible]

PLAINTIFFS' EXHIBIT 7

Gulf Oil Corporation

PURCHASING DEPARTMENT
DOMESTIC MARKETING-EASTERN REGION
GULF BUILDING—CITY AVENUE AT SCHUYLKILL EXPRESSWAY
PHILADELPHIA, PENNSYLVANIA 19101

DATE 4-4-66

NOTICE OF CHANGE REQUIRED
ON OUR ORIGINAL PURCHASE ORDER

NO. ER-65064-T1R

DATED 3-28-66

CHANGE NOTICE NO. 2

[redacted]

Beaman Corporation
P.O. Box 6285 Summit Sta.
Greensboro, N.C.

PURCHASE ORDER CHANGE NOTICE

Re: Gulf Oil Corp.
301 W. 116th St. & 8th Ave.
New York, New York

ADDITION TO CONTRACT

Saitsfactory now to fabricate shipment and erect.

We have permit -do please expedite.

2702

EMB

HWJ

IMPORTANT

ACCEPTANCE PLEASE FILL OUT ATTACHED SHEET AND RETURN

URGENT NOTIFY US IMMEDIATELY OF ANY DIFFERENCE IN PRICE, DELIVERY, OR GROSS AND NET WEIGHTS BY REASON OF THIS INSTRUCTION

THIS PURCHASE ORDER CHANGE NOTICE IS SUBJECT TO ALL OF THE TERMS STATED ON OUR ORIGINAL PURCHASE ORDER AND TO THE INSTRUCTIONS AND CONDITIONS PRINTED ON THE REVERSE SIDE THEREOF, EXCEPT AS MODIFIED HEREIN.

Adams

PLAINTIFFS' EXHIBIT 7

E. M. Beschwitz — Philadelphia

Mr. A. E. Beckett** — Enroute — 4/5/66

NEW YORK CITY, N. Y.
301 W. 11GTH ST. & EIGHTH AVE.

EX - 65064

The attached brown manila envelope contains the City of New York Department of Buildings documents which are itemized below. These documents as you know from your previous contact with contractors doing work in New York City shall remain on the premises and be available for use and consultation by the New York City inspectors.

However, since Beaman's erectors are not regular contractors in New York City they might not be as aware of the vital need of these documents. Therefore, I am not sending the documents to Beaman but rather to you so that you may arrange with the dealer to keep them in a safe place in the service station and permit the dealer to make them available to the New York City inspectors when required. Since the erection time of Beaman's contract will not be long drawn out we should not have any problems.

It is most important that when the work is done and signed off that the following documents being sent to you are returned to me as these ultimately will have to be kept in the District Managers files. Please be sure you handle it personally.

(1). Amendment Application No. 178 dated March 1, 1966 - approved 3/4/66

(2). Reproduction of Beaman Corporation Dwg. Sheet #3, approved by the Borough of Manhattan.

(3). Altered Building Application dated February 10, 1966 - approved March 4, 1966.

(4). Statement "A", dated February 10, 1966 - approved March 4, 1966.

(5). Neil Barker Mitchell Drawing Plot Plan

(6). Neil Barker Mitchell Drawing showing present and proposed elevations

**Also photostats of the documents minus drawings mentioned in the amendment of 2/11 attached for your file.

Original Signed By
E. M. BESCHWITZ

mm

cc: Mr. W. P. Hamilton
Mr. I. J. Adams
Mr. Don Jay*

*Photostats of the documents minus drawing mentioned in the amendment 2/11 attached for forwarding to your erection supervisor with this letter for his information.

114280

"MAKE SOMEBODY HAPPY"

PLAINTIFFS' EXHIBIT 7

PROPOSAL—CONTRACT

BEAMAN CORPORATION

1046 Westside Dr.
P. O. Box 6285 Summit Sta. Phone BR 5-2521
GREENSBORO, N. C.

To Gulf Oil Corporation
P. O. Box 8056
Philadelphia, Pennsylvania

Date: January 6, 1966

In Reply Refer To Bid No. HO-238-R

Re: 3-Bay Gulf Service Station
301 W. 116th St. & 8th Ave
New York, New York

Attention: E. M. Beschwitz

5

We propose to furnish labor and materials for work as indicated below on subject job for the sum of FIVE THOUSAND NINE HUNDRED THIRTEEN AND 20/100 DOLLARS ($5,913.20), excluding Sales or Use Tax. (Will be added to quoted price).

Bid Includes:

(1) Architectural porcelain enamel on front and one side *
(1,296 square feet @ $2.15/sq. ft.)---------- ~~$2,786.80~~
2.00 2,592.00

Field Measuring
Wolmanized Wood Furring
Engineering & Freight
Erection, Thiokol Caulking & Cleaning

(2) Overhang conversion on front and one side
✓ 83' @ $26.55---------- $2,203.65
Lights - 83' @ $7.80---------- $ 647.40
Letters & Bar---------- $ 63.40
Two odd angle corners @ $50.00/each---------- $ 100.00
Economy band on one side only (*)
✓ (43' @ $9.45)---------- $ 406.35
Cut-outs for vents---------- $ 34.00
$3,454.80

Less: Adjustment in overhang price due to no existing porcelain (126' @ $2.60) ✓ $ 327.60

$3,127.20

$3,127.20

~~$5,913.20~~

5,719.20

* Porcelain enamel and economy and economy cannot be applied to lube side of building because of adjacent four-story building. ✓

Bid Does Not Include:

Permits

Any necessary relocation or extension of vent lines, electrical outlets, air lines or other obstructions to clear porcelain enamel.

Your acceptance of this contract after 30 days from this date shall not be binding upon us except at our elections.

TERMS: NET As per blanket order - 1965

Respectfully submitted,

BEAMAN CORPORATION (Supplier)

By Lloyd A. Bell

Lloyd A. Bell, Marketing Co-Ordinator

Accepting party will sign below (Purchaser)

FIRM NAME _____
PARTY TO BE BILLED

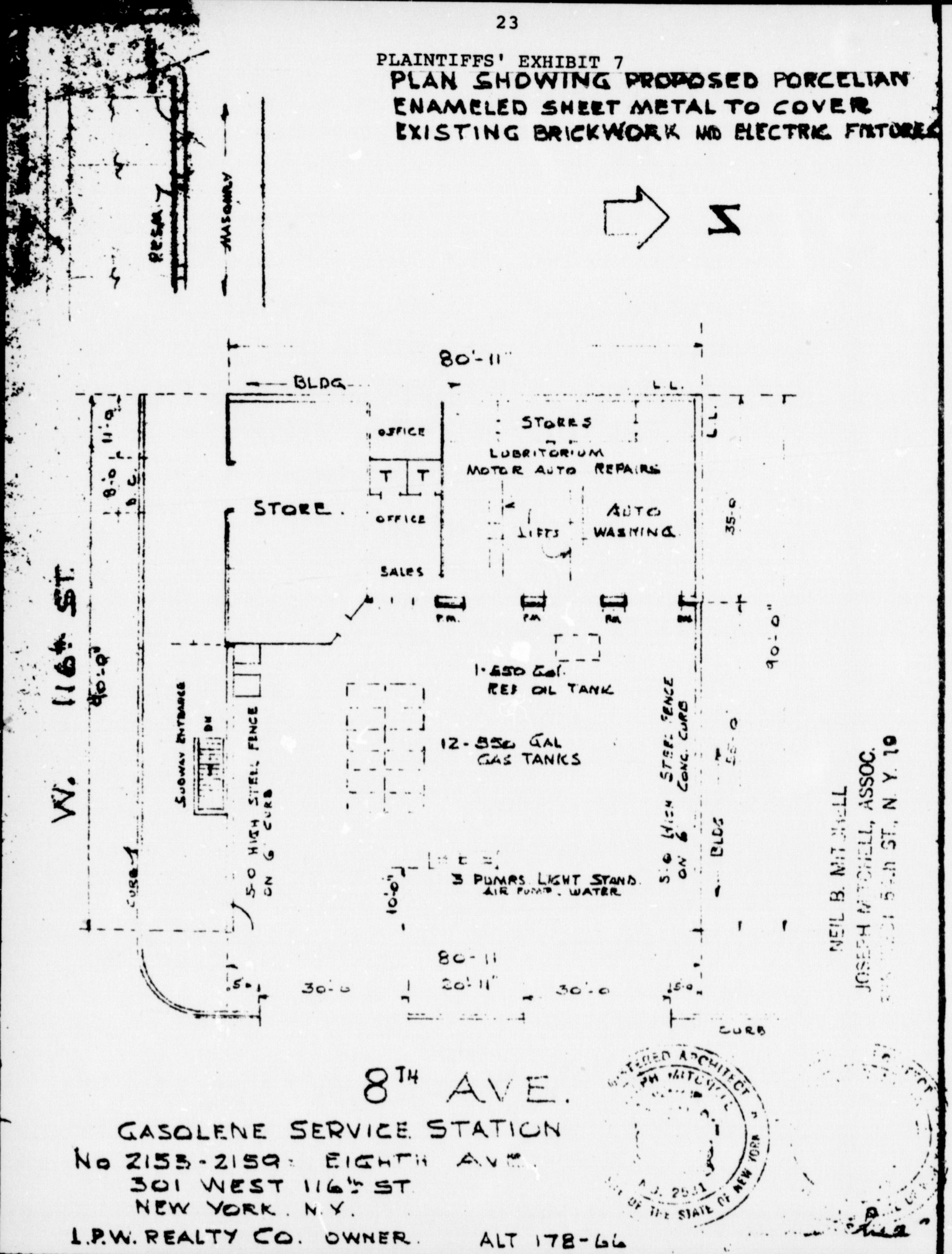
ACCEPTED BY _____ _____
SIGNATURE DATE

Accepting party will supply the information below

BUILDING OWNER'S NAME _____

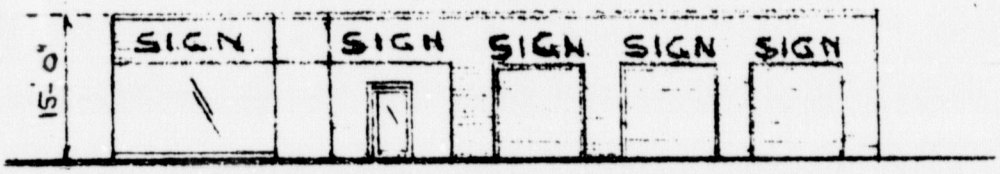
PLAINTIFFS' EXHIBIT 7

PLAN SHOWING PROPOSED PORCELIAN ENAMELED SHEET METAL TO COVER EXISTING BRICKWORK AND ELECTRIC FIXTURES



GASOLENE SERVICE STATION
No 2155-2159 EIGHTH AVE.
301 WEST 116th ST
NEW YORK, N.Y.
I.P.W. REALTY CO. OWNER. ALT 178-66

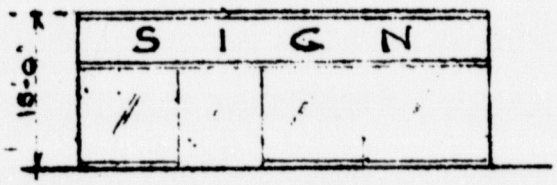
PLAINTIFFS' EXHIBIT 7



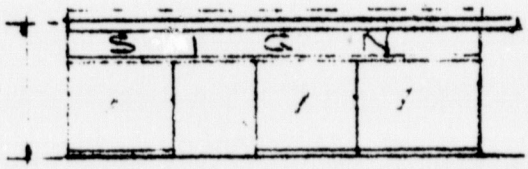
EXISTING 8th AVE ELEVATION

PROPOSED 8th AVE ELEVATION

SHOWING PORCELIAN ENAMEL SHEET METAL TO COVER BRICKWORK AND METAL SUPPORTS FOR ELECTRIC FIXTURES.



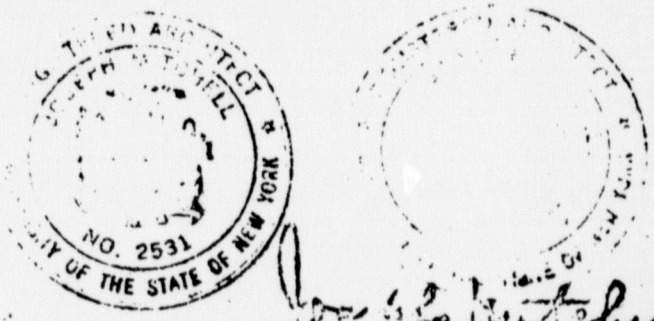
PRESENT W 116th ST ELEVATION



PROPOSED W 116th ST. ELEVATION

No 2153-2159 EIGHTH AVE
301 WEST 116th ST.
NEW YORK. N.Y.

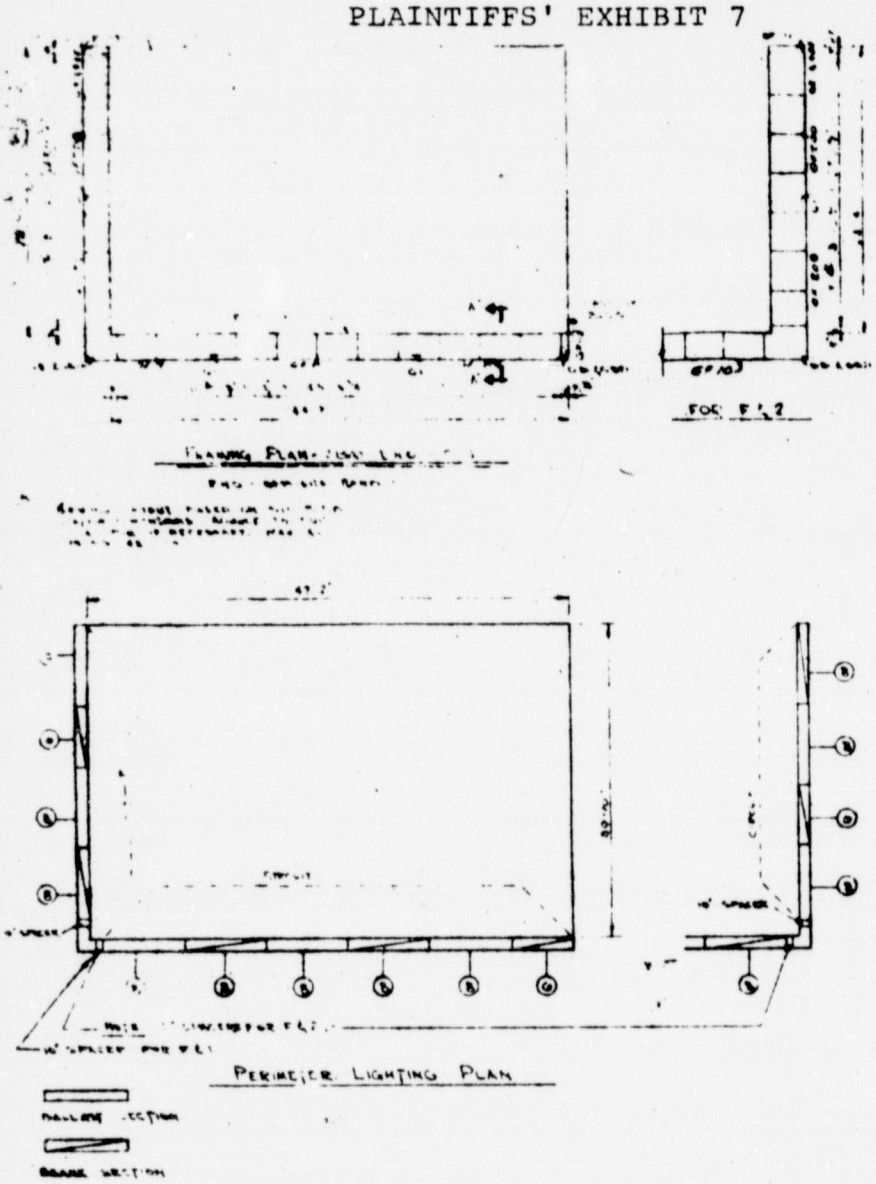
L.P.W. REALTY CO. OWNER.



B. MITCHELL
MITCHELL ASSOC.
WEST 54th ST., N.Y. 19

BOARD APPL. 178-66

PLAINTIFFS' EXHIBIT 7



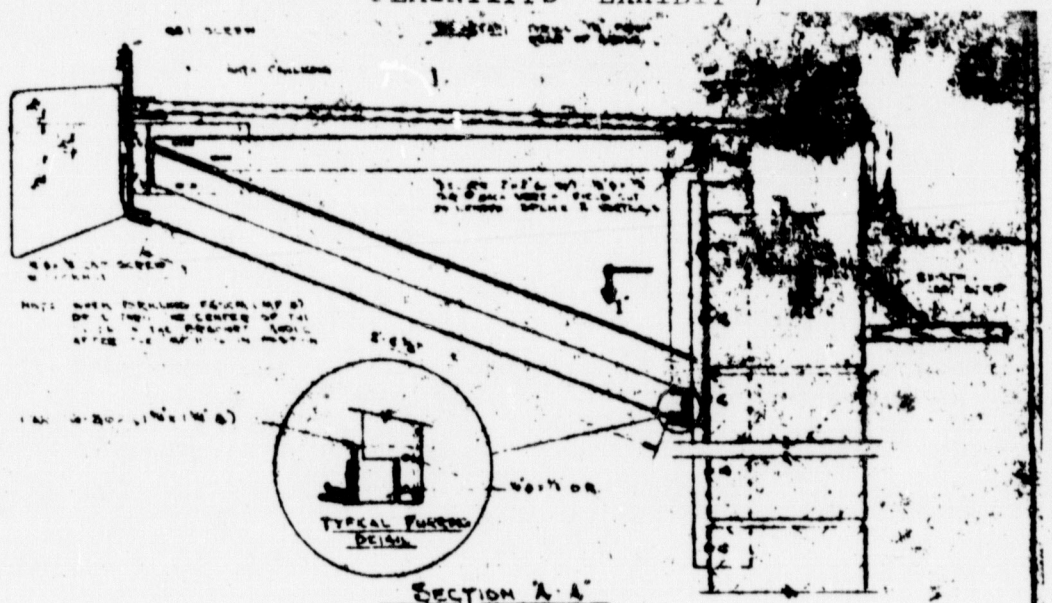
GULF OIL SERVICE STATION

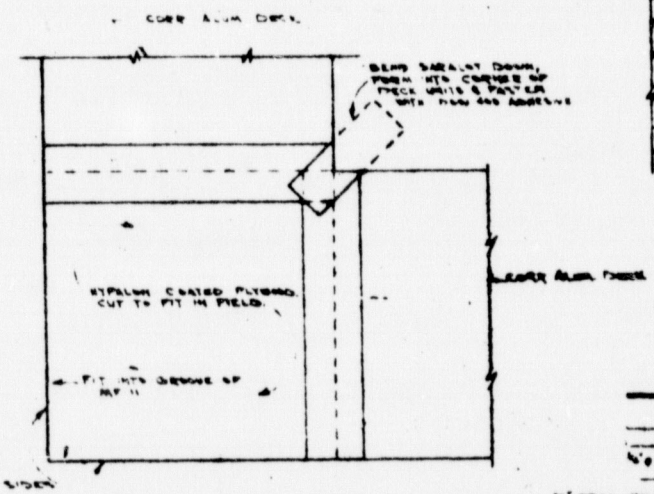
NEW YORK N Y

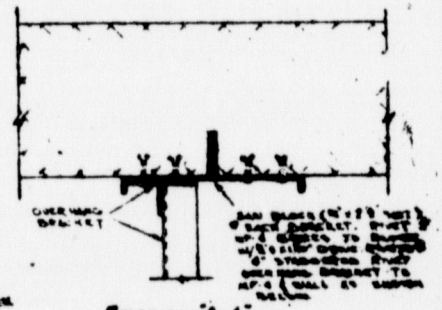
ALT-178-1965

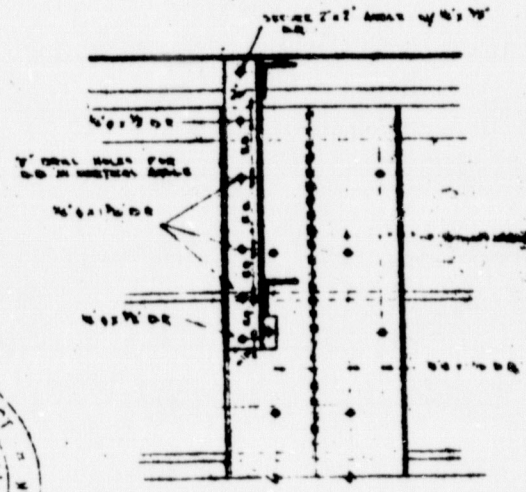
BEAMAN CORP
P O BOX 5205
GREENSBORO, N C

PLAINTIFFS' EXHIBIT 7









DETAIL OF OVERHANG - ELECTRIC FIXTURES

REGISTERED ARCHITECT JOSEPH MITCHELL NO. 6687 UNIVERSITY OF THE STATE OF NEW YORK

REGISTERED ARCHITECT NO. 6687 UNIVERSITY OF THE STATE OF NEW YORK

NEIL B. MITCHELL
JOSEPH MITCHELL, ASSOC.
355 WEST 54th ST., N. Y. 19

B-50 TYPE B.S.G.

ORATION
T STATION
27405

COLORED

PARK
CAUSING

JOB GULF TYPE 50 CONVERSION
LOCATION EASTERN DIVISION

DRAWING NO
SHEET 3

PLAINTIFFS' EXHIBIT 8.

PROPOSAL—CONTRACT

BEAMAN CORPORATION

1046 Westside Dr.
P. O. Box 6285 Summit Sta. Phone BR 5-2521
GREENSBORO, N. C.

To Gulf Oil Corporation
P. O. Box 8056
Philadelphia, Pennsylvania

Date: January 6, 1966

In Reply Refer To Bid No. NO-239-R

Re: 3-Bay Gulf Service Station
301 W. 116th St. & 8th Ave.
New York, New York

Attention: E. M. Beschwitz

5

We propose to furnish labor and materials for work as indicated below on subject job for the sum of FIVE THOUSAND NINE HUNDRED THIRTEEN AND 20/100 DOLLARS ($5,913.20), excluding Sales or Use Tax. (Will be added to quoted price).

Bid Includes:

(1) Architectural porcelain enamel on front and one side * ---------- ~~$2,766.00~~ 2592.00
(1,296 square feet @ $2.15/sq. ft.) 2.00

Field Measuring
Wolmanized Wood Furring
Engineering & Freight
Erection, Thiokol Caulking & Cleaning

(2) Overhang conversion on front and one side

83' @ $26.55	$2,203.65
Lights - 83' @ $7.80	$ 647.40
Letters & Bar	$ 63.40
Two odd angle corners @ $50.00/each	$ 100.00
Economy band on one side only (*)	
(43' @ $9.45)	$ 406.35
Cut-outs for vents	$ 34.00
	$3,454.80

Less: Adjustment in overhang price due to no existing porcelain (126' @ $2.60) $ 327.60
$3,127.20

$3,127.20
~~$5,913.20~~
5,719.20

* Porcelain enamel and economy and economy cannot be applied to lube side of building because of adjacent four-story building.

Bid Does Not Include:

Permits
Any necessary relocation or extension of vent lines, electrical outlets, air lines or other obstructions to clear porcelain enamel.

Your acceptance of this contract after 30 days from this date shall not be binding upon us except at our option.

TERMS: NET As per blanket order - 1965

Respectfully submitted,

BEAMAN CORPORATION (Supplier)

By Lloyd A. Bond Office
Lloyd A. Bond, Marketing Co-ordinator

Accepting party will sign below (Purchaser)

FIRM NAME ..... PARTY TO BE BILLED

ACCEPTED BY ..... SIGNATURE DATE

TITLE

Accepting party will supply the information below

BUILDING OWNER'S NAME

OWNER'S ADDRESS

[illegible] return one copy. When approved and accepted at the home office this contract shall be binding either upon [illegible] approval here or upon commencement of the work by the contractor. This contract constitutes the entire agreement between Beaman Corporation and the owner. No oral terms or representations shall be considered a part of this agreement. Conditions on [illegible] side only unless otherwise specified above.

PLAINTIFFS' EXHIBIT 8

HOME OFFICE
PHONE 275-2521
AREA CODE 919

SUBCONTRACT PURCHASE ORDER

Date: June 20, 1966

BEAMAN CORPORATION

Home Office
1046 Westside Drive P. O. Box 6285 Summit Sta.
GREENSBORO, N. C. 27405

TO:

United Porcelain Company, Inc.
Route 22 at Koehl Avenue
Union, New Jersey
Attn: Sal J. Caso

"HEREINAFTER REFERRED TO AS CONTRACTOR"

REPLY AND INVOICE TO:

Beaman Corporation
P. O. Box 6285
Greensboro, N. C.

JOB NO. KNEJ-1018
301 W. 116th St. & 8th Ave.
New York, New York

Beaman Corporation, hereinafter referred to as "Beco" requests "Contractor" to perform the following work:

Erect Gulf overhang as follows: 82' - 7-1/8" @ $13.92----------	$1,149.65
2 odd angle corners @ $20.00 each----------	$ 40.00
Economy conversion = 43' @ $2.51----------	$ 107.93
Cut out for vents----------	$ 30.00
	$1,327.58
Less Adjustment = 126' @ $2.37----------	$ 298.62
	$1,028.96
Erection of new porcelain (1,149 sq. ft. @ $.87)----------	$ 999.63
	$2,028.59

Sub-contracted work to be finished on or before: ASAP as soon as possible. For such work completed in a workmanlike manner, Beco will pay the Contractor $ 2,028.59 on the following terms: 85 % upon completion of work; 15 % upon acceptance by Gulf Oil Corporation

Contractor will furnish Beco the following: (Items 1 & 2 to be furnished before work is begun and any payment is made.)

(1) Duplicate and triplicate copies of accepted Subcontract Purchase Order.

(2) Certificate of insurance showing workmen's compensation and public liability coverage. (If not already on file at Beco Home Office.)

(3) Invoice in triplicate (to the address shown). All invoices will include applicable sales and/or use taxes and this inclusion will be stated on the invoice.

Accepted By Contractor:

Firm Name:

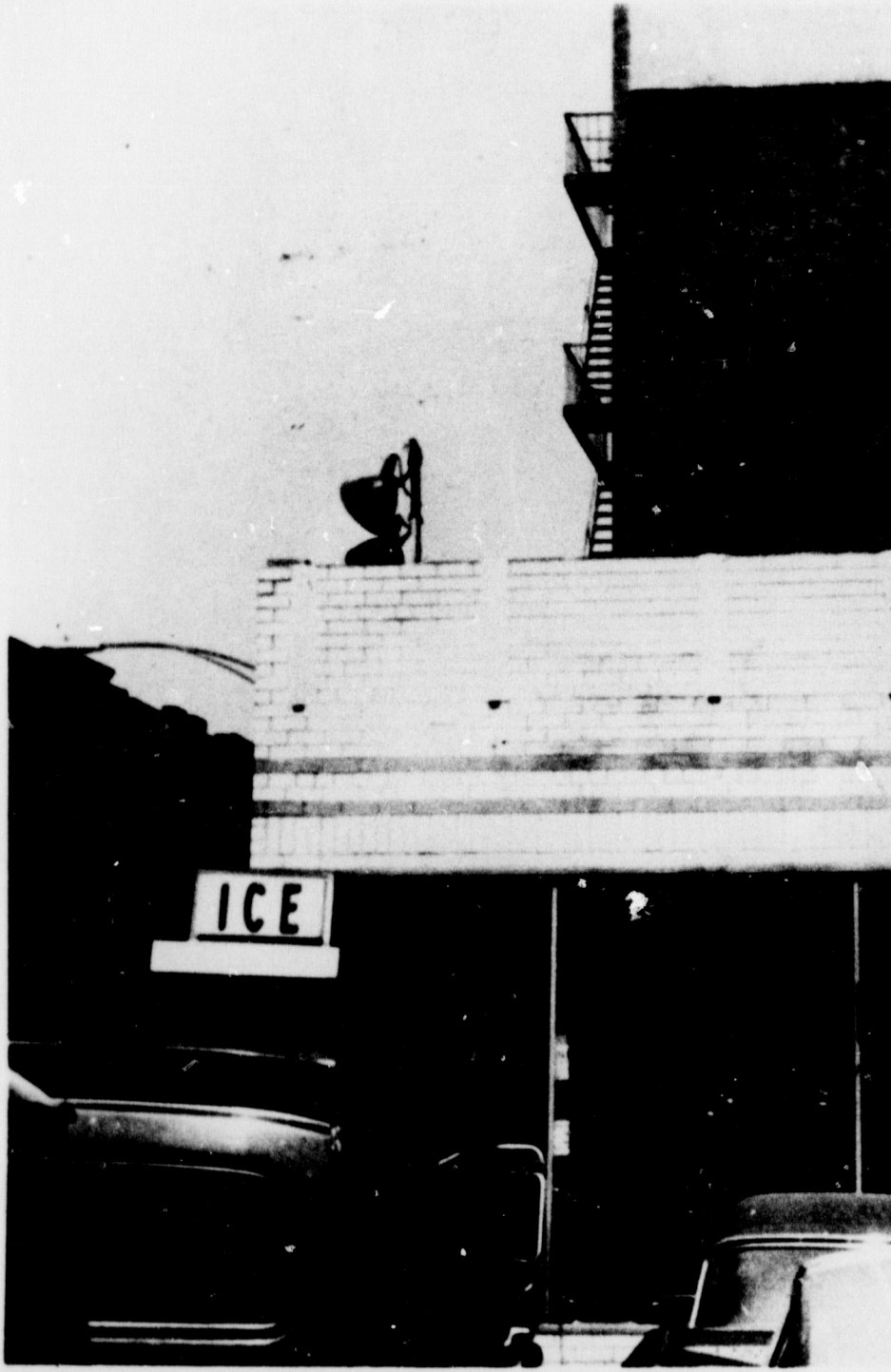
Accepted By:

Title:

Beco Beaman Corporation

By: Joseph H. Frater, Jr.
Sales/Service Co-ordinator

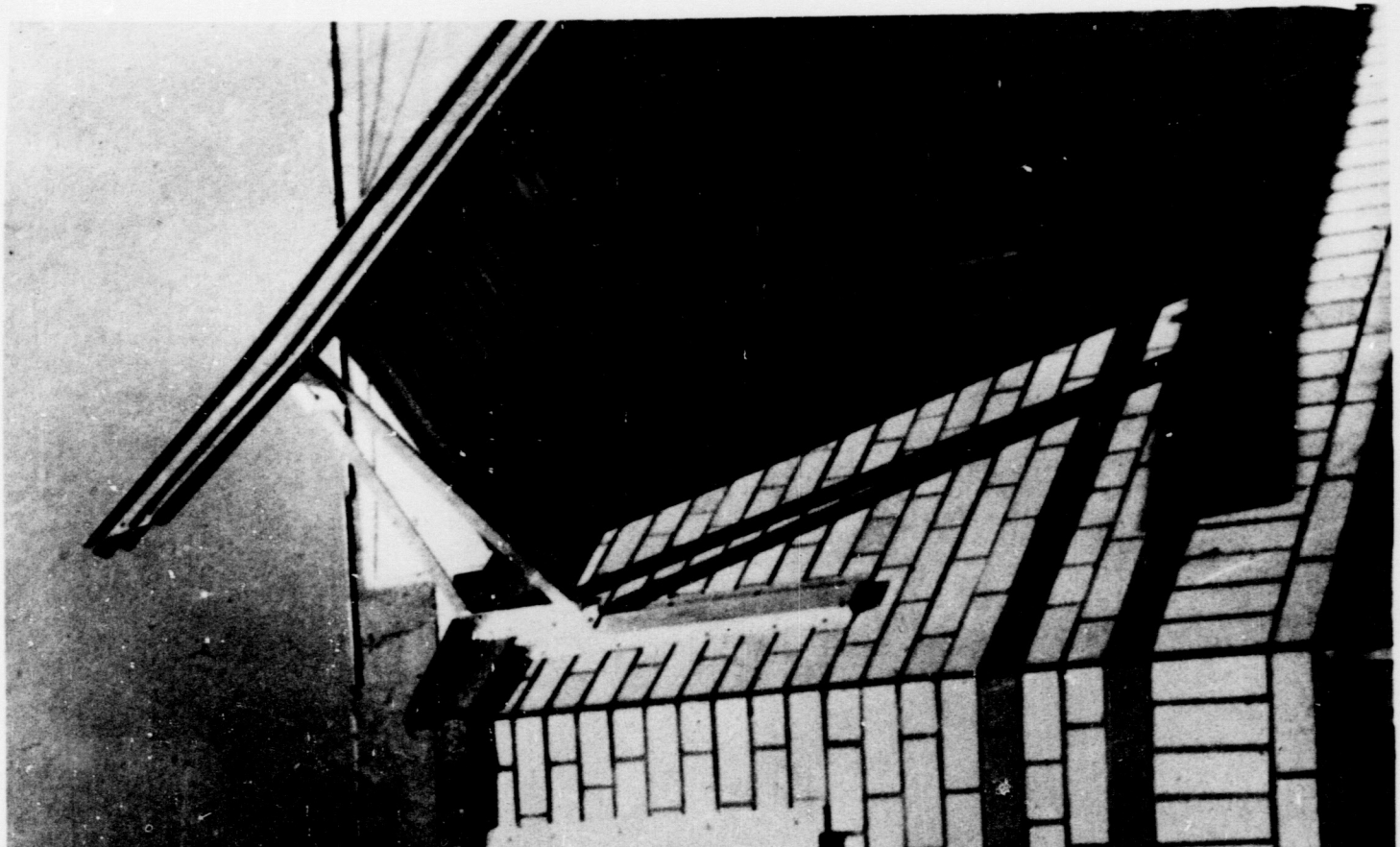
Subcontractor should sign and return duplicate and triplicate to reply address shown above. This contract constitutes the entire agreement between Beco and the subcontractor. No oral terms or representations shall be considered a part of this agreement. Conditions on reverse side apply unless otherwise specified above.


ICE

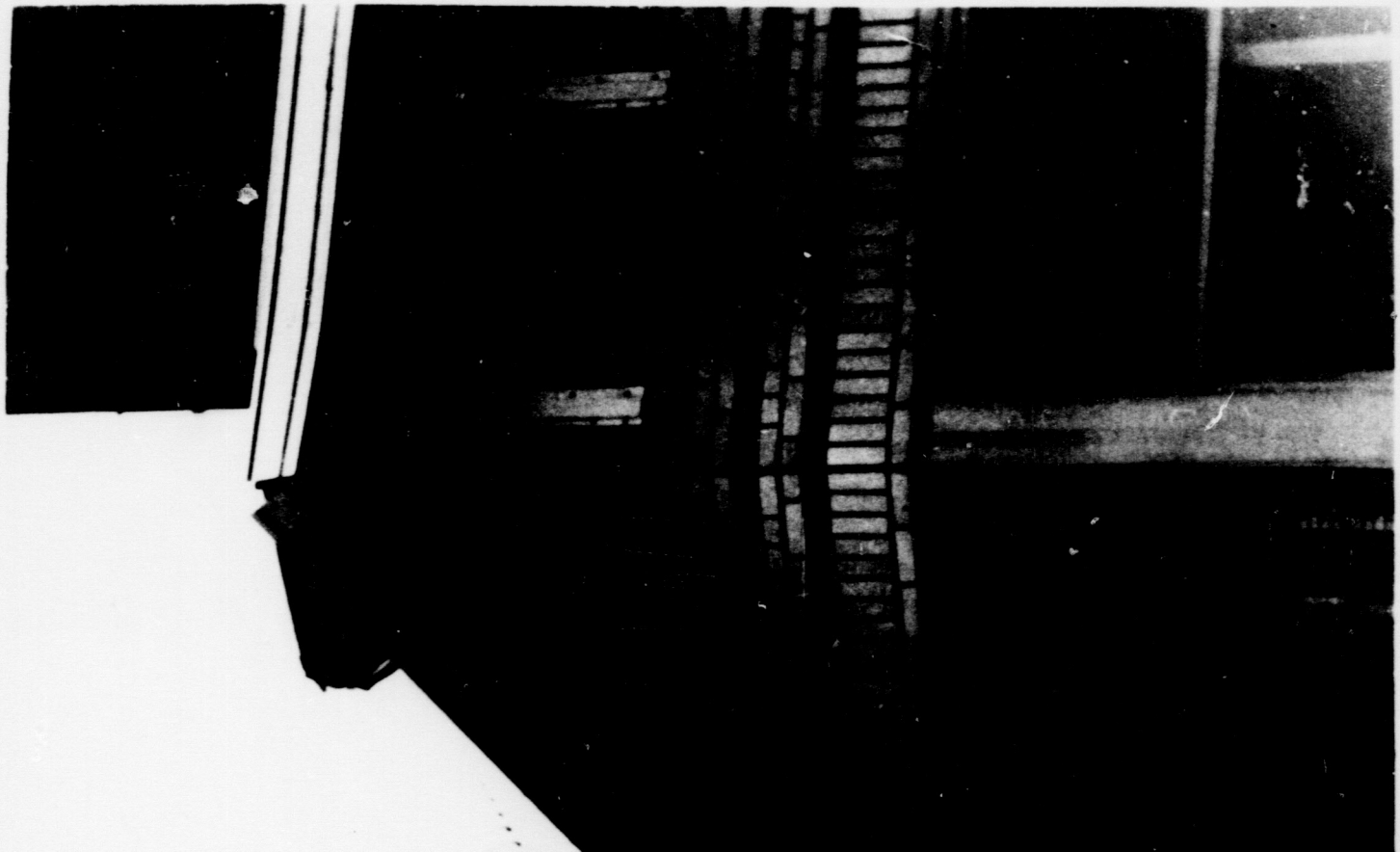
PLAINTIFFS' EXHIBIT 14D.

PLAINTIFFS' EXHIBIT 14F.

PLAINTIFFS' EXHIBIT 14G.



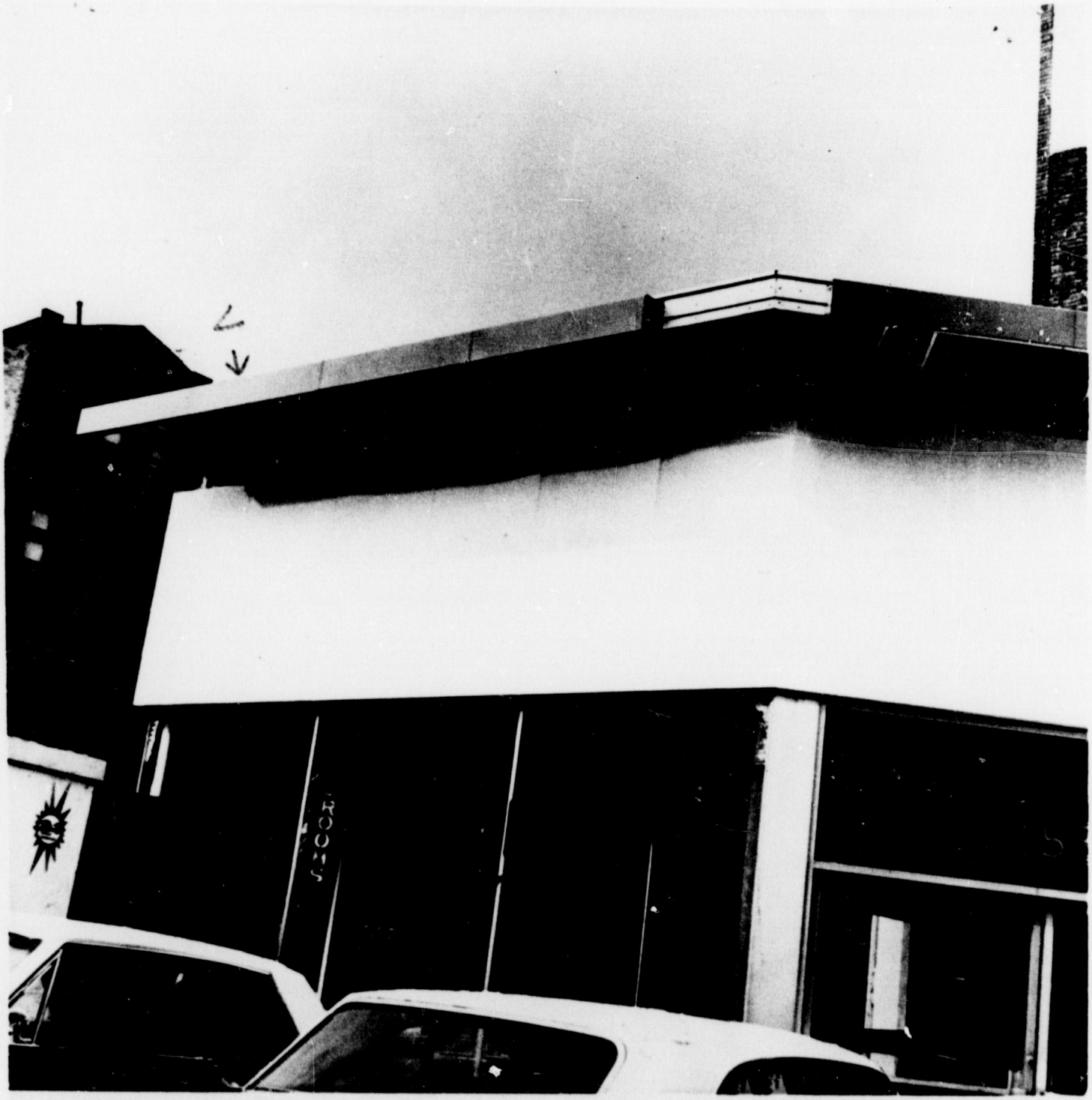
PLAINTIFFS' EXHIBIT 14H.



DEFENDANTS' EXHIBIT A1.

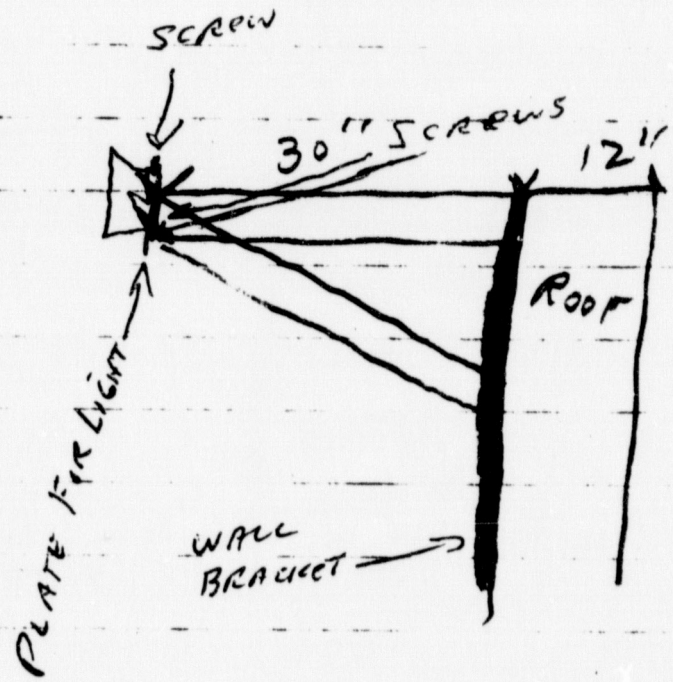
DEFENDANTS' EXHIBIT A2.

DEFENDANTS' EXHIBIT A3.



DEFENDANTS' EXHIBIT A4.

DEFENDANTS' EXHIBIT B.



The Reporter Co., Inc., 11 Park Place, New York, N. Y. 10007

United States Court of Appeals
For the Second Circuit

James V. McLean, Ethel McLean, Joseph Linfante and Susan Linfante, Plaintiffs-Appellees,
against
L. P. W. Realty Company, Lawrence Paul Wolf, defendants,
Gulf Oil Corporation, Defendant-Appellant,
Joseph James, Inc., and Joseph James,
Defendants-Appellees-Appellants
0-----0
Gulf Oil Corporation, Third Party Plaintiff-Appellant-Appellee

AFFIDAVIT OF SERVICE

STATE OF NEW YORK,
COUNTY OF New York , ss:

Bernard S. Greenberg being duly sworn,

deposes and says that he is over the age of 21 years and resides at
162 East 7th Street, New York, N.Y.

That on the 31st day of July , 19 74

he served the annexed Brief for Appellant Beaman (3 copies) upon
Appendix (2 copies)
Exhibit volume(1 copy)

McNulty & McNulty of counsel to A. Allen Stanger
Attorney for Defendants-Appelles-Appellants,
Joseph James, Inc. and Joseph James,
10 Columbus Circle,
New York, N.Y.

Berman & Frost,
Attorneys for Plaintiffs-Appellees,
77 Water Street,
New York, N.Y. 10005

Alexander, Ash, Schwartz & Cohen,
Attorneys for Third Party Defendant-Appellee,
United Porcelain Co., Inc.,
801 Second Avenue,
New York, N.Y.

in this action, by delivering to and leaving with said attorneys the copies as specified above [illegible] to each thereof.

DEPONENT FURTHER SAYS, that he knew the persons so served as aforesaid to be the persons mentioned and described in the said action.

Deponent is not a party to the action.

Sworn to before me, this 31st
day of July , 19 74

Bernard S Greenberg

Roland W. Johnson

ROLAND W. JOHNSON
Notary Public, State of New York
No. 4609705
Qualified in Delaware County
Commission Expires March 30, 19 75

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STATE OF NEW YORK, :
COUNTY OF DELAWARE, : SS:

I, William Finch, being duly sworn do depose and say: that I am over the age of twenty-one years and employed by The Reporter Company, Inc., Printers at Walton, New York.

That on the 30th day of July, 1974, at the request of William F Larkin, Attorney at Law,

I served three copies of an Appendix and one copy of an Exhibit Volume entitled "James V. McLean vs. LPW Realty Co." on

Furey & Mooney, Attorneys at Law,

by depositing said threecopies in postpaid wrapper at 4 p. m. on this day, in the United States Postoffice at Walton, New York, addressed to the above

Furey & Mooney, 600 Front Street, Hempstead, New York 11550

and that there is a regularly established mail route between Hempstead, New York and Walton, New York.

William Finch

Sworn to before me
this 30th day of July, 1974

Joan W. Clapperton
Notary Public

JOAN W. CLAPPERTON
NOTARY PUBLIC
DEL. CO., STATE OF NEW YORK
COMMISSION EXPIRES MAR. 30, 1976